REMARKS

In the Office Action mailed October 12, 2007 from the United States Patent and Trademark Office, claims 7 and 10 were objected to because of informalities, claims 9, 14-19, 27, and 29 were rejected under 35 U.S.C. § 112, second paragraph as being indefinite and claims 1-29 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent Application Publication No. 2002/0112058 to Weisman et al. (hereinafter "Weisman").

Claim Objections:

Applicant has corrected the informalities identified in the Office Action, and respectfully requests withdrawal of the objections.

Rejections under 35 U.S.C. § 112, Second Paragraph:

In the Office Action, claims 9, 14-19, 27, and 29 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite.

Regarding the rejections of claims 14, 15-19, 27, and 29 for insufficient antecedent basis, Applicant has amended the claims to correct any issues of antecedent basis and therefore respectfully requests removal of the rejections.

Regarding the rejections of claims 9 and 27 for reference to "a version of the server," M.P.E.P. § 2173.02 discusses the requirement of definiteness of 35 U.S.C. § 112, second paragraph. This section indicates, "Definiteness of claim language must be analyzed, not in a vacuum, but in light of: (A) The content of the particular application disclosure; . . . and (C) The claim interpretation that would be given by one possessing ordinary skill in the pertinent art." Indeed, the Federal Circuit has indicated, "Only when a claim remains insolubly ambiguous

without a discernible meaning after all reasonable attempts at construction must a court declare it indefinite." *Metabolite Labs., Inc. v. Lab. Corp. of Am. Holdings*, 370 F.3d 1354, 1366, 71 USPQ2d 1081, 1089 (Fed. Cir. 2004).

M.P.E.P. § 2173.04 clearly sets forth that breadth of a claim "is not to be equated with indefiniteness." (citing *In re Miller*, 441 F.2d 689, 169 USPQ 597 (CCPA 1971).) Therefore, while breadth may be addressed under other statutory provisions, if appropriate, a broad claim should not be rejected for its breadth under 35 U.S.C. § 112, second paragraph. M.P.E.P. § 2173.04.

In the current case, it appears that claims 9 and 27 are being rejected as being broad, as no analysis has been provided to show why the claim language of "a version of the server" is "without a discernable meaning after all reasonable attempts at construction." Indeed, it appears that the claim language has been susceptible to construction in the Office Action. Additionally, as no analysis has been provided to show why the language is indefinite, Applicant cannot reply to any concerns regarding the claim language. Applicant therefore respectfully requests removal of the rejections of claims 9 and 27.

Rejections under 35 U.S.C. § 102(b):

In the Office Action, claims 1-29 were rejected under 35 U.S.C. § 102(b) as being anticipated by Weisman. M.P.E.P. § 2131 sets forth the standard for a rejection of a claim as anticipated under 35 U.S.C. § 102. "To anticipate a claim, the reference must teach every element of the claim." M.P.E.P. § 2131 states further,

> "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). . . . "The identical invention must be shown in as

> complete detail as is contained in the . . . claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Applicant respectfully submits that the reference cited in the Office Action fails to teach every element of the claim set as provided herein for the following reasons.

Independent claim 1, as amended, requires: "In a networked system that includes a client and a server, a method for the client discovering and connecting to the server, the method comprising: initiating a request at the client to discover the server, wherein the request is made using at least one of: (i) a broadcast procedure; and (ii) a multicast procedure; receiving a response to the request from the server after a random delay time; and establishing a connection with the server after receiving the response." Such limitations are not taught by Weisman.

Weisman teaches about Universal Plug and Play (UPnP) generally, and teaches that UPnP controls communications between devices after they are connected to each other in a network. (Page 26, par. [0804] – a device is joined to a network, obtains an IP address, and then conveys its capabilities and learns about the presence and capabilities of other deivces.) Specifically, Weisman discloses that with UPnP, the UPnP device is first connected to the other devices and receives a network address, and then begins communicating with other devices. (Page 27, pars. [0819] – Addressing is Step 0 of UPnP networking and precedes discovery; [0813] – the first step in UPnP networking is discovery, after an IP address is obtained.)

Therefore, Weisman fails to teach a request by a client to discover a server, a response to the request from the server, and establishing a connection with the server after receiving the response, as is required by claim 1. Similar limitations are required by independent claims 13 and 20. All other claims depend from one of claims 1, 13, or 20, and are therefore not anticipated by Weisman.

Regarding claims 2, 11, 14, 21, and 29, these claims require that a request be made using a randomized exponential backoff strategy. The limitation contained in these claims is not taught by Weisman. Weisman teaches that device responses are delayed a random duration at paragraph [0951]. This section does not teach requests made using a randomized strategy, and further does not teach anything regarding an exponential backoff strategy, as is required by the claims. The Office Action equates "random" delay of responses with the claim language of requests being made using a "randomized exponential backoff strategy" without any analysis or proof of correspondence between the teachings of Weisman and the language of the claim. Therefore, for at least this additional reason, Applicant respectfully submits that claims 2, 11, 14, 21, and 29 are not anticipated by Weisman.

Claims 3 and 16 have been amended to require that the response includes information about the server IP address and TCP port where the client can make the connection with the server. Such limitations are not disclosed by Weisman. For this additional reason, claims 3 and 16 are not anticipated by Weisman.

Regarding claims 6 and 24, these claims require receiving a second response to the request from a second server after the random delay time. The Office Action cites paragraph [0849] as teaching a second response from a second server. The cited paragraph teaches the resending of advertisements of available services by the device if the device remains available. Therefore, Weisman fails to teach a second response from a second server as is required by the claims.

Regarding claims 7-9 and 25-27, these claims contain the limitations of claims 6 and 24, and further require determining not to connect to the second server. In the Office Action, paragraph [0849] was cited as teaching a duration for the expiry of advertisements of services,

and this teaching was interpreted as reading on determining not to connect. Applicant respectfully traverses this rejection and respectfully submits that Weisman does not teach determining not to connect to a server. Nothing in Weisman teaches determining not to connect to a server. Indeed, the cited paragraph of Weisman teaches that if the device becomes unavailable, it explicitly cancels its advertisements. In fact, to explicitly cancel its advertisements, the device must remain connected to the computer devices receiving the explicit cancelation.

Claims 10 and 28 recite limitations including discovering a network disconnect, initiating a second request, receiving a subsequent response, and establishing a second connection. Such limitations are not taught by Weisman. Specifically, Weisman teaches nothing about discovering a network disconnect. The cited paragraph (paragraph [0849]) teaches the UPnP discovery protocol, but does not teach any procedures regarding a network disconnect. Applicant notes that no specific discussion is made in the Office Action regarding discovering a network disconnect or showing correspondence with any teachings of Weisman. As such limitations are not taught by Weisman, claims 10 and 28 are not anticipated by Weisman. Claims 11 and 29 depend from claims 10 and 28, respectively, and are also allowable for at least the same reasons.

Claims 12 and 19 have been amended to require that the request includes a random identifier that is repeated in the response. Such limitations are not disclosed by Weisman. For this additional reason, claims 12 and 19 are not anticipated by Weisman.

For at least the above reasons, Applicant respectfully submits that the claim set submitted herewith is not anticipated by Weisman. Applicant therefore respectfully requests removal of all rejections under 35 U.S.C. § 102(b).

CONCLUSION

Applicant submits that the amendments made herein do not add new matter and that the claims are now in condition for allowance. Accordingly, Applicant requests favorable reconsideration. If the Examiner has any questions or concerns regarding this communication, the Examiner is invited to call the undersigned.

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Respectfully submitted,

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